



REQUEST FOR PROPOSAL

**City Park Property
Grass Cutting and Trimming
and Maintenance**

City of St. Louis Park Division

5600 Clayton Avenue
St. Louis, Missouri 63110
Phone: 314-289-5300

Request for Proposal For City Park Property Grass Cutting

1. INFORMATION FOR RESPONDENTS

1.1. Purpose and Intent.

This Request for Proposal (“RFP”) for City Park Property Grass Cutting is issued on behalf of the City of St. Louis, Missouri (the “City”).

The purpose of this RFP is to solicit sealed Proposals for the purpose of hiring a qualified company(s) to provide grass cutting, trimming and debris removal, on city park properties within the City of St. Louis. Debris is defined as any garbage, trash, waste, rubbish, ashes, cans, bottles, wire, oil, paper, cartons, boxes, scrap pieces of wood, concrete pipe, pieces of brick or concrete blocks, pieces of drywall, construction debris of any type, parts of automobiles or trucks, furniture, glass or anything else of an unsightly or unsanitary nature

The intent of this RFP is to award a one (1) year Contract, with the possibility of four (4) one (1) year extensions to the Respondent(s) who submits a Proposal(s), conforming to this RFP, is most advantageous to the City with price and other factors considered. The City reserves the right to award the contract resulting from this RFP to a Respondent(s), as required and appropriate to meet the needs of the City.

2. SCOPE OF SERVICES

Work may not commence on any park property until 7:00 A.M.

Grass cutting shall be performed with equipment such as lawn mowers and string trimmers, debris removal, when applicable. These services will be performed on St. Marcus Park, 6600 Gravois, 63116 (at Gravois and Loughborough), and North Riverfront Chain of Rocks, 9400 Riverview Drive, 63137, Bellerive Park, 5700 S. Broadway, 63111 (South Broadway & Bates) and Hickey David Park, 8700 N. Broadway, 63147 within the City of St. Louis. The City of St. Louis Park Division will be responsible for providing an initial work program pertaining to each property for the contractor.

The services will typically consist of bi-weekly visits to the park properties from April through October of each contract year. The City reserves the right to adjust the number of parks to be serviced and to end these contracted services at a date of their discretion.

All services shall be performed in a professional manner. Contractor(s) is to provide all supervision, materials, labor, equipment, service, operation and expertise required to perform grass mowing and trimming. Contractor(s) is a reflection of the City and must be professional in conduct, attire and work performed. Work will be performed without any damage to the subject property or adjacent properties.

The Contractor(s) is responsible for:

Mowing grass within the parks and tree lawn areas. Trimming around trees, buildings, benches, playgrounds and fences without any impact to the subject property or adjacent occupied properties;

Removing grass clippings from the sidewalks and street pavement around the property. All tree branches, bush trimmings and debris, etc. are to be removed from the property and deposited at an appropriate and authorized disposal facility.

3. RFP TIMELINE

3.1 Briefing and Question and Answer Period

A briefing, if deemed necessary, on this RFP and bid package application is mandatory for all contractors who wish to submit a proposal. The briefing will be held on:

Wednesday, April 20, 2022
3:00 P.M.
Park Division
5600 Clayton Avenue
St. Louis, MO 63110

If any prospective Respondent is in doubt as to the meaning of any part of the Request For Proposal, the Respondent may, by Wednesday, April 6, 2022 at 5:00 p.m. submit to the Commissioner of Parks a written request for an interpretation. A written response will be issued by Monday, April 18, 2022 at 5:00 p.m. A list of all entities requesting copies of the RFP will be maintained and copies of all questions and responses thereto shall be made available to each entity on such list. Questions should be directed to:

Ms. Kim Haegele
Commissioner of Parks
Parks, Recreation and Forestry
5600 Clayton Avenue
St. Louis, MO 63110
HaegeleK@stlouis-mo.gov

Contact with committee members other than the Commissioner of Parks is strictly prohibited.

Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates. The City will respond in writing to each contact and/or question. Short *procedural* inquiries may be accepted by telephone by the City;

however, oral explanations or instructions given over the telephone shall not be binding upon the City other than short procedural inquiries made by telephone, Respondents shall **not** contact the City directly, in person, by telephone, facsimile, or by e-mail, concerning this RFP.

After the submission of proposals, unless requested by the City, contact with the City is limited to status inquiries only and such inquiries are only to be directed to the above-named individual. Any further contact or information about the proposal to the City or any other City official connected with this RFP will be considered an impermissible supplementation of the Respondent's Proposal.

3.2 Submission of Proposal

In order to be considered by the Selection Committee, a respondent's proposal must be received by the City at the appropriate location by the required time. Proposals received after this deadline will not be accepted. **THE DATE, TIME AND LOCATION ARE:**

<u>Date:</u>	Friday, April 15. 2022
<u>Time:</u>	4:00 P.M.
<u>Location:</u>	PARKS DIVISION 5600 CLAYTON AVE (IN FOREST PARK) ST. LOUIS, MO 63110

Proposals must be labeled on the outside of the package to clearly indicate that they are in response to the **PROPOSAL FOR PARK PROPERTY GRASS CUTTING**. Proposals submitted via e-mail or facsimile will **not** be accepted. Joint proposals will **not** be accepted.

Each Respondent must submit **one (1) sealed, complete, ORIGINAL Proposal**. Each Respondent must also submit **seven (7) sealed, full, complete and exact copies** of the original. It is suggested that the Respondent make and retain a copy of its Proposal.

Proposals provided in any other manner are not valid and will not be considered. Proposals may be mailed or delivered personally but must be received by the point of contact or his designee as listed in this Section of this RFP by the deadline listed in this Section. Proposals received late will be returned unopened. Respondents shall assume full responsibility for timely delivery of Proposals at the designated location.

The City reserves the right to award a Contract to a Contractor other than the lowest bidder when it is in the best interest of the City to do so. More than one Contractor may be selected and awarded contracts.

3.3 Representations of Respondents

In submitting a Proposal, each Respondent represents that:

- 1) he or she has read and understands the RFP and that the Proposal is submitted in accordance therewith;
- 2) the costs have been arrived at independently without collusion with any other person or firm for the purpose of restricting competition;
- 3) he or she has not employed or retained, paid or agreed to pay any fee, commission or percentage to any person or firm (other than a full-time employee working solely for the Respondent) to solicit or secure this contract.

3.4. Reports.

Contractor shall provide City of St. Louis separate invoices on a monthly basis.

3.5 Pricing Provision.

The respondent must complete the Proposed Fee Schedule - **SEE ATTACHMENT A**

4. PROPOSAL EVALUATION.

4.1. Proposal Selection Committee

The evaluation of Proposals will be performed by a Selection Committee composed of representatives of the Mayor's Office, Comptroller's Office, the Aldermanic President's Office, and the division issuing this RFP (in this case, the Department of Parks, Recreation & Forestry). The guidelines for the selection process are in accordance with Ordinance No. 64102 and the Regulations established by the Board of Public Service.

4.2 Selection Criteria

The following statements should be addressed in full in preparing any response to the RFP. Each statement should be restated in bold with a detailed response immediately following, unless inclusion in an appendix is more practical.

The Selection Committee will review proposals using the following criteria as a guide to determine which, if any, Proposal is the most advantageous to the City's need and which Respondent is most qualified to provide the requested services:

- 1) The firm's willingness and ability to represent a municipality of the size and nature of the City of St. Louis.

- 2) The qualifications and experience of the company and its personnel to perform the requested services as set forth in this RFP.
- 3) How the company will address the stated purpose and intent (Section 1.1), the specific items identified in the scope of work/services (Section 2) of the RFP, and the pricing provision (Section 2.2) of the RFP
- 4) The company's experiences and successes in providing the requested services. Provide detailed descriptions of three (3) or more contracts or services, include any specifics regarding the services provided and documented results (include a point of contact) - **See "ATTACHMENT A"**
- 5) The company's proximity to the City.
- 6) The company's submittal of a minimum of three (3) references. See "Attachment A"
- 7) The company's level of Minority and Women's Business Enterprise (MBE/WBE) participation. The City of St. Louis is fully committed to involving M/WBE firms in meaningful roles on all consultant contracts. To that end, the City acting through its Disadvantaged Business Enterprise (DBE) Program Office, has established a goal of 25% MBE and 5% WBE participation in connection with the contract resulting from this RFP. A copy of the City's Directory of Certified M/WBE's is available on the DBE Office website: www.mwdbbe.org or by contacting the DBE Office at 314-551-5000. A M/WBE Utilization Plan form is attached to this RFP (Appendix 1). Please refer to Ordinance 70767 for more information.

In addition to addressing items 1. through 7. above, the Selection Committee requires that the following be included as part of the Respondent's submitted Proposal:

- 8) Completed Minority and Women's Business Enterprise form (Appendix 1)
- 8) Completed Unauthorized Alien Affidavit form (Appendix 2)
- 10) Statement of the company's ability to meet all requirements of the Americans with Disability Act (ADA)
- 11) Statement of the company's ability to meet all audit requirements.
- 12) Statement of the company's ability to meet all non-discrimination requirements.

- 13) Statement of the company's pricing structure for full completion of the requirements stated in this RFP. See ATTACHMENT A

4.3 Reservation

The Selection Committee reserves the right to interview, or call for a presentation from, any respondent submitting a Proposal, as well as from additional evaluation criteria for the presentations. The Selection Committee also reserves the right to discuss the proposals with any or all Respondents. Nothing in this RFP is intended to be, nor should anything herein be construed as, an offer of engagement. A selection or designation of a successful respondent shall not be construed as an offer of engagement until and unless a contract is fully negotiated. For the contract to take effect, all applicable parties with the authority to bind the respective entity must sign the agreement.

The Selection Committee reserves the right to: 1) reject any and/or all proposals with or without cause; 2) request additional information from Respondents as the City may deem necessary; 3) waive any and/or all non-material irregularities pertaining to this selection and/or the submission of Responses; 4) disqualify any and/or all companies or Respondents and reject any and/or all Proposals for failure to comply with this RFP or to promptly request additional materials or information; and 5) cancel this RFP.

After the selection of a Respondent(s) to provide for the grass cutting, trimming and debris removal, the City and such Respondent will endeavor to finalize a contract. If a mutually satisfactory contract is not arrived at within a reasonable period as determined by the City, in its sole discretion, the City reserves the right to terminate the selection process with that Respondent and proceed to contract discussions with another Respondent, or terminate the process altogether. This list of the city's rights is not all-inclusive.

5. ADDITIONAL INFORMATION

5.1 Amended Proposals.

A Respondent may submit an amended Proposal before the deadline for receipt of Proposals. Such an amended Proposal must be complete replacement for a previously submitted Proposal and must be clearly identified as such in the transmittal letter. The City will not merge, collate or assemble Proposal materials.

5.2 Right to Withdraw Proposal

Respondents will be allowed to withdraw their proposals at any time prior to the deadline for receipt of Proposals. The Respondent must submit a written withdrawal request signed by the Respondent's duly authorized representative(s) addressed to the City.

5.3 Revisions to this RFP.

In the event it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum.

There are no designated dates for release of addenda. Therefore, interested Respondents should check the City website on a daily basis from time of RFP issuance through RFP deadline date. It is the sole responsibility of the Respondent to be knowledgeable of all addenda related to this RFP.

5.4 Respondent Responsibility.

The Respondent assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after proposals are opened because of a Respondent's failure to be knowledgeable of all the requirements of this RFP. By submitting a Proposal in response to this RFP, the Respondent represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

5.5 Cost Liability.

Any cost incurred by the Respondent in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP, including oral presentation and demonstration, if required, shall be borne solely by the Respondent.

5.6 Insurance.

The Contractor, at its own expense, shall carry insurance or the life of the contract. The City of St. Louis shall be named as an additional insured. The Contractor shall carry at least the following minimal coverage:

- A. Worker's Compensation Insurance in the statutory amount as required by the State of Missouri;
- B. General Liability Insurance:
 - (1) Bodily injury, with limits of not less than \$1,000,000 each occurrence;
 - (2) Property damage with limits of not less than \$1,000,000 each occurrence;
- C. Automotive Liability Insurance
 - (1) Bodily injury, with limits of not less than \$1,000,000 each occurrence;
 - (2) Property damage, with limits of not less than \$1,000,000 each occurrence.

This insurance must include non-owned, hired, leased, or rented vehicles, as well as owned vehicles.

5.7. Audits.

The City of St. Louis and the City's auditors and accountants shall be afforded access during the term of any contract adopted pursuant to this RFP, and for five (5) years following termination, to all of the firm's books and records without limitation whatsoever

for the purpose of conducting audits. All books and records shall be open to inspection and/or reproduction to the extent necessary to adequately permit evaluation and verification of the firm's full compliance with contract documents. In those situations where the firm's records have been generated from computerized data or records, in addition to hard copy (reports), contractor shall provide such information on disk or in a suitable alternative electronic format.

5.8. Contents of Proposals.

All materials submitted in accordance with this RFP will become and remain the property of the City and will not be returned.

All Proposals shall be considered public records, but may be deemed and treated as "closed" or "exempt" by the City, at the sole discretion of the City, pursuant to the City's understanding and interpretation of the laws of the State of Missouri. All Proposal material may be treated as open records. The City cannot guarantee confidentiality of any materials during the evaluation process or at any other time. Thus, Proposals and communications exchanged in response to this RFP should be assumed to be subject to public disclosure.

5.9 No Obligation.

This RFP in no manner obligates the City to the eventual purchase of services offered until confirmed by a fully executed written contract properly approved by the City. Progress toward this end is solely at the discretion of the City and may be terminated at any time prior to obtaining a fully executed contract.

5.10 Termination.

This RFP may be canceled at any time and any and all Proposals may be rejected, in whole or in part, when the City determines it is in its best interest.

5.11. Governing Law

This RFP, and any contract with a respondent that may result, shall be governed by and construed in accordance with the laws of the State of Missouri, excluding its conflicts of law principles. Further, any action at law, suit in equity, or other judicial proceeding to enforce or construe the resulting contract, or regarding its alleged breach, shall be instituted in the Circuit Court of St. Louis City, Missouri (22nd Circuit) or in the United States District Court for the Eastern District of Missouri.

5.12. Non-Discrimination

In connection with the contract resulting from this RFP, the firm agrees that in performing any services resulting from this RFP, neither the firm nor anyone under the firm's control will permit discrimination against any business, employee, applicant, client or subscriber

because of race, creed, color, disability, religion, sexual orientation, national ancestry or origin.

5.13 Minority Participation

The successful Respondent shall be expected to take all reasonable steps necessary to ensure that Minority and Women's Business Enterprises (M/WBEs) as certified with the City of St. Louis as defined in Mayor's Executive Order #28 have a maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with City of St. Louis funds under the contract agreement, and to agree to comply with all applicable provisions of Executive Orders and ordinances relating to such matters. All Respondents shall set forth in the Proposals the proposed compliance measures. Completion of Appendix 1, attached, attesting to project goal regarding percentage of MBE/WBE is required.

5.14 Americans with Disabilities Act (ADA)

In connection with the furnishing of goods and services under any contract resulting from this RFP, the firm shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

5.15 Unauthorized Alien Employees

As a condition for the award of the resulting contract, the selected contractor, shall, pursuant to the provisions of Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, by sworn affidavit (attached hereto as Appendix 2) and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the resulting contract. The contractor shall also sign an affidavit (attached hereto as Appendix 2) affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the resulting contract pursuant to the above-stated Statutes.

5.16. Subject to Appropriation

Any contract that results from this RFP is subject to annual appropriation by the City. Any contract that results from this RFP is voidable at any time by the City if appropriation by the City for the services under the contract or agreement is not made.

5.17. Assignment or Transfer of Contract

The contract shall not be assignable or transferable by the Contractor, nor shall any service be performed by a subcontractor for the Contractor without consent, in writing, of the Director of Parks, Recreation and Forestry. Any subcontractor(s) and its role in providing services to the market shall be identified in the proposal.

5.18 Contract Amendment

Any contract entered into by the Contractor and the City of St. Louis cannot be modified or changed without written consent of both parties.

5.19 Conflict of Interest

Respondent acknowledges that neither it nor its owners, employees, agents, subsidiaries or parent companies has any conflict of interest regarding the anticipated contract or the performance thereof. Specifically, the Contractor must be in compliance with requirements as established by Article 8, Section 8, of the City Charter, with Article 7, Section 6, Chapter 105.454 of the Missouri Revised Statutes and the Mayor's Executive Order.

5.20. Indemnification

The Contractor shall release, indemnify, and hold the City and its various employees, representative and agents harmless from and against all claims and demands of any and all loss, cost, damage, or liability of whatever nature, which may be asserted against or imposed against the City as a result of issuing this RFP, making any revisions thereto, conducting this selection process and subsequent negotiations, and making a final recommendation and/or entering into a contract.

Appendix 1

CITY OF ST. LOUIS
MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (M/WBE) UTILIZATION PLAN
CONTRACTING AGENCY:
PROJECT NAME:

NAME OF PRIME CONSULTANT:

PROJECT GOAL: ____ % MBE; ____ % WBE

The prime consultant shall utilize and require all subconsultants to utilize the maximum number of certified minority and women-owned business enterprises possible and will purchase materials and supplies from minority and women-owned business enterprises to the maximum extent feasible, and to this end, the prime consultant will inform each subconsultant of this requirement, The prime consultant shall utilize the services and/or supplies to be provided by the following certified minority and women-owned business enterprises in the execution of this contract.

FIRM NAME ADDRESS PHONE NUMBER CONTACT PERSON	CERTIFYING AGENCY CERTIFICATION DATE CATEGORY CERTIFICATION NO.	WORK TO BE PERFORMED	M/WBE PERCENT

PRIME CONSULTANT AUTHORIZED SIGNATURE

DATE

Appendix 2

STATE OF _____)
)SS.
COUNTY OF _____)

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared
_____ (**Name**) who, by me being duly sworn, deposed as follows:

My name is _____ (**Name**), I am of sound mind, capable of
making this Affidavit, and personally acquainted with the facts herein stated:

I am the _____ (**Position/Title**) of _____. (**Contractor**)

I have the legal authority to make the following assertions:

1. _____ (**Contractor**) is currently enrolled in and actively
participates in a federal work authorization program with respect to the employees
working in connection with this Agreement, as required pursuant to Sections
285.525 through 285.555 of the Revised Statutes of Missouri, as amended.
2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri,
as amended, _____ (**Contractor**) does not knowingly employ
any person who is an unauthorized alien in connection with this Agreement.

Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my
official seal this ____ day of _____, 20__.

Notary Public

My Commission Expires:

ATTACHMENT A

BIDDER'S PACKET

Park Property Grass Cutting

CITY OF ST. LOUIS, MISSOURI

BIDDER'S QUESTIONNAIRE

1. Submitted By _____ Telephone _____

Principal Office Address _____

2. Type of Firm:

Corporate _____ Other _____

Individual _____ Partnership _____

3a. If a Corporation, please answer these questions:

Date of Incorporation _____ State of Incorporation _____

President's Name _____

Contractor's Representative _____

Secretary or Clerk's Name _____

3b. If a Partnership, please answer these questions:

Date of Organization _____ State Organized In _____

Name of all Partners holding more than a 10% interest:

_____	_____	_____
_____	_____	_____
_____	_____	_____

BIDDER'S QUESTIONNAIRE (continued)

4. List major Clients that you perform grass cutting, trimming and debris removal for:

Owner (A) _____ (B) _____

Project Location _____

Type of Work Performed

Contact Person _____

Telephone No. _____

Owner (C) _____ (D) _____

Project Location _____

Type of Work Performed

Contact Person _____

Telephone No. _____

BIDDER'S QUESTIONNAIRE (continued)

5. Have you or your firm or any principal in your firm been adjudged bankrupt in any voluntary or involuntary bankruptcy proceeding within the last ten years?

If so, when and where? _____

6. Have you, your firm, or any principal in your firm been sued by any "owner" for default on a contract within the last ten years? _____

If so, what was the disposition of the lawsuit? _____

If the lawsuit is still pending, what is the case number? _____

And the Court Of Jurisdiction? _____

7. Have you, your firm, or any principal in your firm been sued by any subcontractor or material supplier for default on a contract within the last ten years?

If the lawsuit is still pending, what is the case number? _____

BIDDER'S QUESTIONNAIRE (continued)

8. Provide information regarding your insurance agent (s) who will be providing a Certificate of Insurance for your company: _____

Name Of Agent (A) _____ (B) _____

Name of Firm _____

Address _____

Telephone No. _____

Insurance Type _____

Provide your banking references:

Name Of Bank (A) _____ (B) _____

Contact Person _____

Address _____

Telephone No. _____

SIGNATURE PAGE

Company Representative's Name

Company Representative's Signature

Company Name

1 PROPOSED FEE SCHEDULE

The City of St. Louis Park Department is seeking proposals for maintenance of two parks within the city limits. Expected maintenance includes cutting grass, trimming and debris removal approximately every 2 weeks during the growing season.

1. Cut/Trim St. Marcus Commemorative Park \$ ____ each cut
Gravois and Loughborough, 6600 Gravois
Approx. 25.50 Acres
2. Cut/Trim North Riverfront Park \$ ____ each cut
Chain of Rocks, 9400 Riverview Drive
Approx. 250 Acres
3. Cut/Trim Bellerive Park \$ ____ each cut
5700 South Broadway
Approx. 8.6 Acres
4. Cut/Trim Hickey David Park \$ ____ each cut
8700 North Broadway
Approx. 16.26 Acres

Response Time To Work Order

The Contractor is expected to start services as requested by City within 48 hours after notification, weather permitting.

Proposal Submitted by

Date

.

_____-_____-_____/_____/_____-_____

1.1 CITY OF SAINT LOUIS, MISSOURI

AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF PERSONAL PROPERTY TAXES AND CITY OF ST. LOUIS INCOME TAXES AND POLITICAL CONTRIBUTIONS

To: City of St. Louis, Missouri

The undersigned contractor or supplier being first duly sworn, having been awarded a services contract by the City of St. Louis, Missouri for

_____ hereby states that it is not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the City of St. Louis as a tax district has territory and that it was not charged with delinquent personal property taxes on any such tax list. Furthermore, the undersigned states that the contractor or supplier is not delinquent for income tax owed to the City of St. Louis.

The undersigned contractor or supplier also further certifies that it is in compliance with ORC Section 3517.13(I)(1) or 3517.13(J)(1), whichever is applicable, relative to political contributions to public officials of the City of St. Louis, Missouri

In consideration of the award of the above contract, the above statements are incorporated in said contract as covenants of the undersigned contractor or supplier.

Signature

Title

Company

Sworn to and subscribed in my presence on this _____ day of _____, 20_____
_____ by the above referenced person on behalf of the contractor or supplier.

Notary Public